

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Truckload USA, Inc.		01/21/2003	CORPORATION:

RECEIVING PARTY DATA

Name:	Guaranty Business Credit Corporation
Street Address:	8333 Douglas Avenue
Internal Address:	Suite 530
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number
Serial Number:	76097527
Serial Number:	76500191
Registration Number:	2595781
Registration Number:	2583489

CORRESPONDENCE DATA

Fax Number: (214)999-9024

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214/969-1172

Email: pto_dallas@tklaw.com

Correspondent Name: Thompson & Knight LLP/Heather C. Brunelli

Address Line 1: 1700 Pacific Avenue

Address Line 2: Suite 3300

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:

Heather C. Brunelli

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of January 21, 2003, by and between Truckload USA, Inc., a Texas corporation ("Company"), and Guaranty Business Credit Corporation, a Delaware corporation ("GBCC"). Company hereby agrees with GBCC as follows:

1. Defined Terms. Terms used but not otherwise defined herein shall have the meanings assigned thereto in that Loan and Security Agreement (as the same may be amended, restated, renewed, extended, supplemented, or otherwise modified from time to time, the "Loan Agreement"), of even date herewith, between Company and GBCC.

2. Grant of Security Interest. To secure the obligations of Company under the Loan Agreement, Company hereby grants to GBCC a first priority security interest in, and conditionally assigns, but does not transfer title, to GBCC all of Company's right, title and interest in and to the following assets and properties (collectively, the "Collateral"):

(a) all trademarks, rights and interests predictable as trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and any other designs or sources of business identifies, indicia of origin or similar devices, including without limitation, those listed on Schedule 1 attached hereto, all registrations with respect thereto, all applications with respect to the foregoing, and all extensions and renewals with respect to any of the foregoing, together with all of the goodwill associated therewith, in each case whether now or hereafter existing, and all rights and interest associated with the foregoing including any licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights; and

(b) all proceeds of the foregoing.

3. Warranties and Representations. Company hereby warrants and represents to GBCC the following:

(a) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Company or licensed to Company is set forth on Schedule 1;

(b) Each of the trademarks and trademark registrations are valid and enforceable, and Company is not presently aware of any past, present, or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

(c) Company is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the trademarks and trademark registrations, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses, shop rights and covenants by Company not to sue third persons;

(d) Company has used and will continue to use proper statutory notice in connection with its use of each of the trademarks; and

(e) Company has used, and will continue to use, consistent standards of high quality (which may be consistent with Company's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks.

4. After Acquired Trademark Rights. If Company shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Company shall give prompt notice in writing to GBCC with respect to any such new trademarks or renewal or extension of any trademark registration. Company shall bear any expenses incurred in connection with future applications for trademark registration.

5. Litigation and Proceedings. Company shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Company shall provide to GBCC any information with respect thereto reasonably requested by GBCC. GBCC shall provide at Company's expense all necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party. Following Company's becoming aware thereof, Company shall notify GBCC of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Company's claim of ownership in any of the trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

6. Events of Default. An Event of Default hereunder shall be deemed to have occurred and be continuing if (a) Company shall have breached any of the provisions of this Agreement or (b) an "Event of Default" shall have occurred under the Loan Agreement.

7. Specific Remedies. Upon the occurrence of any Event of Default:

(a) GBCC may notify licensees to make royalty payments on any license or other similar agreements relating to the Collateral directly to GBCC.

(b) GBCC may sell or reassign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as GBCC deems advisable. Any requirements of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Company ten (10) days prior to such disposition. Company shall be credited with the net proceeds of such sale only when they are actually received by GBCC, and Company shall continue to be liable for any deficiency remaining after the Collateral is sold or collected.

(c) If the sale is to be a public sale, GBCC shall also give notice of the time and place by publishing a notice one time at least ten (10) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held.

(d) To the maximum extent permitted by applicable law, GBCC may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the obligations owned by Company to GBCC as a credit on account of the purchase price of any Collateral payable by GBCC at such sale.

(e) GBCC may exercise any and all other rights and remedies available to it as a secured party under applicable law or the Uniform Commercial Code regardless of whether any part of the Collateral is subject to the Uniform Commercial Code, and may exercise any rights and remedies available to it under the Loan Agreement as the result of such Event of Default as if the Collateral hereunder were Collateral under the Loan Agreement.

8. Assignment. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that Company may not delegate or assign any of its duties or obligations under this Agreement without the prior written consent of GBCC. **GBCC RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.** Without limiting the generality of the foregoing, GBCC may from time to time grant participations in all or any part of the obligations of Company hereunder or the Loan Agreement to any Person on such terms and conditions as may be determined by GBCC in its sole and absolute discretion, provided that the grant of such participation shall not relieve GBCC of its obligations hereunder nor create any additional obligation of Company.

9. GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICTS OF LAW. COMPANY HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN GBCC AND COMPANY BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN GBCC AND COMPANY SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS, HAVING JURISDICTION UNLESS GBCC SHALL ELECT OTHERWISE. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.**

10. WAIVERS. EACH OF COMPANY AND GBCC HEREBY (A) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR ASSOCIATED HERewith; (B) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (C) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (D) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION.

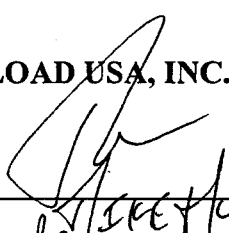
11. Notices. All notices, requests, consents, demands and other communications required or permitted under this Agreement shall be in writing and, unless otherwise specifically provided in such Agreement, shall be deemed sufficiently given or furnished if delivered by personal delivery, by telegram or telex, by expedited delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified below (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of telegram or telex, upon receipt.

If to Company: Truckload USA, Inc.
8321 John Carpenter Freeway
Dallas, Texas 75247-4724
Fax: 214.887.8650
Attn: Mike McDonald


If to GBCC: Guaranty Business Credit Corporation
8333 Douglas Avenue, Suite 530
Dallas, Texas 75225
Fax: (214) 360-3464
Attn: Kathy Burrell

IN WITNESS WHEREOF, Company and GBCC have executed this Agreement by their duly authorized officers as of the date first above written.

TRUCKLOAD USA, INC.

By: 
Name: Vickie C. Donato
Title: PRESIDENT

GUARANTY BUSINESS CREDIT CORPORATION

By: 
Name: Michael D. Haddad
Title: President CEO

SCHEDULE 1

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
TRUCKLOAD	Jul 26 2000	76/097,527
TRUCKLOAD and Design	Dec 21 2000	76/185,166

Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
TRUCKLOAD and Design	Jul 16 2002	2,595,781
TRUCKLOADUSA	Jun 18 2002	2,583,489